

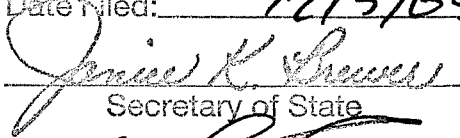
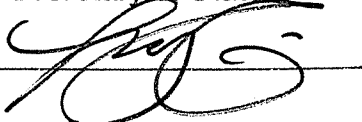
INTERGOVERNMENTAL AGREEMENT

AMONG THE
THE STATE OF ARIZONA
THE
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
AND THE
CITY OF PHOENIX

THIS AGREEMENT is entered into this date December 5, 2005 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and political subdivision of the State of Arizona, acting by and through its BOARD OF DIRECTORS (the District); and the CITY OF PHOENIX, a municipal corporation, acting by and through its CITY MANAGER, (the "City") (the State, the District and the City are collectively referred to as "Project Partners").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes §28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The District is empowered by Arizona Revised Statutes §48-3603, as revised, to enter into this Agreement and have authorized the undersigned to execute this Agreement on behalf of the District.
3. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this Agreement and has by resolution or City Ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
4. The State will design and construct a detention basin west of I-17 along the Scatter Wash, a new box culvert under I-17, and associated improvements to Scatter Wash to about 27th Avenue (hereinafter referred to as the "Project"). The Project Partners have identified that the basin and improvements to Scatter Wash can provide a regional flood control benefit by reducing an existing floodplain downstream of I-17 along Scatter Wash. Project features will include an off-line peak reducing basin, thereby reducing flows in the wash, benefiting reaches of the wash within the City downstream of I-17, and new culverts under I-17 of sufficient capacity to convey the 100 year Scatter Wash flows from east of I-17 to the improved Scatter Wash on the west side of I-17, thereby reducing flows that currently break out to the south and get to the Deer Valley Road/I-17 Interchange.

NO. 27866
Filed with the Secretary of State
Date Filed: 12/5/05

Secretary of State
By: 

5. The Project cost for design, rights-of-way acquisition, utility relocations, construction and construction management is estimated at \$3,600,000.00. The State will be the lead agency for all aspects of the Project and the District and City will cooperate and share in the implementation of the Project. The State will fund forty-four percent (44%); the District and City will each fund twenty-eight percent (28%) of the Project cost. Construction management, engineering and administration will be assigned a value eight percent (8%) of the total for construction cost plus materials testing and surveys. The purpose of this Agreement is to identify and define the responsibilities under the Scope of Work.

6. The Project Partners hereto agree to and acknowledge the following conditions: a) The estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; b) The Project Partners shall perform their responsibilities consistent with this Agreement; and c) Any change or modification to the Project will only occur with the mutual written consent of the Project Partners.

THEREFORE, in consideration of the mutual covenants expressed herein, it is further agreed as follows:

II. SCOPE OF WORK

1. The State shall:

a. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit same to the District and City for comments as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

c. Provide to the District and the City the thirty percent (30%), sixty percent (60%), ninety-five percent (95%), and final design plans and allow three (3) weeks for review and comment.

d. Incorporate the District and City comments into the Project as appropriate. If the District and/or the City have not responded within the three (3) week review period, the plans and specifications will be deemed approved.

e. Be responsible for all preparation of required documentation for a (Conditional Letter of Map Revision) (CLOMR) and the (Letter of Map Revision) (LOMR), including as-built plans if necessary and provide to the City for processing to the Federal Emergency Management Agency (FEMA).

f. Proceed with the acquisition of right-of-way required for the Project as shown on Exhibit A. The actual costs of right-of-way acquired for the Project in advance of signing the Agreement, shall be credited to the party that acquires the right-of-way, in accordance with the project cost share percentages.

g. Coordinate all utility relocations for the Project and ensure the relocation of all conflicting utilities without prior rights prior to construction and at no cost the project. Relocation of conflicting utilities with prior rights shall be included as a cost of the Project.

h. Coordinate with the District and City to participate in construction meetings and inspections, and notify the District and City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

i. Upon initiation of the design for the Project, no earlier than July 1, 2006 invoice the District, and the City for the respective cost share percentages of the Project design costs.

j. Upon completion of the appraisal review process provide copy(s) of the approved appraisal(s) to the District and City.

k. After completion of the acquisition of right-of-way and submittal of supporting acquisition documents, and no earlier than July 1, 2005 invoice the District and the City for their respective cost share to acquire the right-of-way.

l. Upon award of a contract for construction of the Project, and no earlier than July 1, 2007, invoice the City their estimated cost share for the Project construction and construction management plus any associated costs for utility relocations.

m. Upon award of a contract for construction of the Project, and no earlier than July 1, 2005, invoice the District for one half of their estimated cost share for the Project construction and construction management plus any associated costs for utility relocation.

n. Upon completion of the Project construction and no earlier than July 1, 2005 for the District, and no earlier than July 1, 2007 for the City, prepare a final accounting including change orders and invoice the District and the City for the remainder of their respective cost share of the Project construction and construction management.

o. Upon approval and resolution of the State's Transportation Board, the State will abandon ownership jurisdiction and maintenance responsibilities to the City for the retention basin, as shown on Exhibit A.

p. Prepare construction change orders resulting from specific requests and/or actions of the State, City or District, and not related to the flood control function of the Project, which will be funded solely by the requesting party, plus eight percent (8%) of the actual construction cost for construction engineering, administration and the actual costs of any additional materials testing and surveying.

q. Be responsible for repair or replacement as necessary of all Project features or structures within the State's right-of-way.

r. Be responsible to obtain all necessary 404 environmental and other permits for the Project.

s. Be the licensing and/or permitting authority for all future modifications, construction, or uses for Project features within the State's right-of-way. However the State shall not modify, nor allow modifications to the Project that affect its hydraulic function, without first coordinating with the District and the City and receiving written concurrence from the District and the City which concurrence shall not be unreasonable withheld, to ensure that the modifications will not affect the flood control function and hydraulic capacity of the Project.

t. Own, operate and maintain all Project features within State's rights-of-way.

2. The District shall:

a. Fund twenty-eight (28%) of the total Project costs, estimated to be \$3,600,000.00 for the Project. The District's cost share shall not exceed \$1,008,000.00 without the prior written consent of the District. Payment to the State shall be made within a thirty-day (30) receipt of an invoice from the State.

b. Review and comment within three (3) weeks of receipt of the 30%, 60%, 95% and final submittals of plans and specifications and work with the State to resolve comments and/or incorporate such comments into the final design plans and specifications. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the District.

c. Review acquisition documents as referenced in II.1.j.

d. Participate in all public involvement activities by the State required for the Project.

e. Participate in the final inspection of the constructed Project with the State and the City and provide written acceptance of the construction of the Scatter Wash within fifteen (15) calendar days of receipt of Notice of Substantial Completion of the Project.

f. Have the option to request additional landscaping and aesthetic improvements of the Project depending on the availability of funds and in accordance with the District's landscape and aesthetics policy.

3. The City shall:

a. Fund twenty-eight (28%) of the total Project costs, estimated to be \$3,600,000.00 for the project. The City's cost share shall not exceed \$1,008,000.00 without the prior written consent of the City. The City's first portion share shall be \$500,000.00 and be paid after July 1, 2005. The second portion share shall be \$200,000.00 paid after July 1, 2006, and the last portion share shall be \$308,000.00 paid after award of construction and after July 1, 2007. Payment to the State shall be made within a thirty-day (30) receipt of an invoice from the State.

b. Review and comment within three (3) weeks of receipt of the 30%, 60%, 95% and final submittals of plans and specifications and work with the State to resolve comments and/or incorporate such comments into the final design plans and specifications. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.

c. Be the lead agency responsible for processing the application for floodplain map revision through the Federal Emergency Management Agency (FEMA).

d. Review acquisition documents as referenced in II.1.j.

e. Participate in all public involvement activities by the State required for the Project.

f. Participate in the final inspection of the constructed Project with the State and the District and provide written acceptance of the construction of the Project within fifteen (15) calendar day of the City's receipt of the Notice of Substantial Completion of the Project.

g. Waive the requirements of the Arizona Revised Statutes 28-7209.

h. Upon approval of and by resolution of the Transportation Board, the City will accept ownership jurisdiction of the retention basin, be solely responsible and assume liability for the operation, and maintenance responsibilities of the retention basin and associated improvements to the Scatter Wash not within State's right-of-way.

i. Own, operate and maintain all Project features within City right-of-way. Be responsible for repair or replacement as necessary of all Project features or structures within the City's right-of-way.

j. Fund or cause to be funded all non-flood control and multi-use amenities as requested by the City that are included in the Project. If these features are to be constructed as part of the project, these additional features shall be funded one hundred percent (100%) by the City, plus eight percent (8%) of the construction cost and any additional actual cost for materials testing and surveying.

k. Be solely responsible for the control, regulation, and supervision of the public use of the Project, including liability for such public use of the multi-use features upon completion of the Project.

l. Be the licensing and/or permitting authority for all future modifications, construction, or uses for Project features within the City's right-of-way. However the City shall not modify, nor allow modifications to the Project that affect its hydraulic function, without first coordinating with the District and the State and receiving written concurrence from the District and the State, which concurrence shall not be unreasonable withheld, to ensure that the modifications will not affect the flood control function and hydraulic capacity of the Project.

The Project Partners Agree to the following:

a. Landscape and aesthetics features agreed upon by Project Partners will be included in the design documents and cost shared by the State, the City and District in accordance with the Project cost shared percentages; multi-use amenities will be funded by the City and maintained by the City.

b. Additional non-flood control related features requested by a Project Partner shall be funded one hundred percent (100%) by the Project Partner requesting such features, plus any construction management related costs, as defined in this Agreement.

c. The Project Partners shall provide any and all permits and/or licenses within their authority required for the Project at no cost to the Project.

d. The Project Partners shall provide any and all right-of-way owned and/or controlled by the Project Partner and not acquired specifically for this Project at no cost to the Project.

e. The Project Partners shall participate in public involvement activities, as appropriate, conducted by the State at no cost to the Project. Any public involvement costs will be included as part of the total Project design or construction costs and cost shared in accordance with the Project cost share percentages.

f. The Project Partners will ensure the relocation of conflicting utilities within their respective right-of-way, and without prior rights, at no cost to the Project, and prior to Project construction.

g. Each of the Project Partners to this Agreement shall take appropriate actions within their authority to ensure that only agricultural drainage, irrigation delivery, or storm water is discharged into the Project, and that such discharges into the Project comply at the point of discharge with any applicable requirements of the Clean Water Act, and the Arizona Pollutant Discharge Elimination System (AZPDES), or any other applicable discharge requirements, including any permit requirements.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall expire ten (10) years from the date of recording with the Secretary of State or upon completion of the Project and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of Project Partners, this Agreement may be amended or terminated. The operation and maintenance responsibilities of this Agreement shall survive expiration of the Agreement. If this Project is terminated for any reason, funds already paid to the State by the District or the City and not contractually obligated for the Project, shall be reimbursed to the District and/or the City.

2. Each of the Project Partners to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend, and save harmless the other (indemnitees) including agents, officers, directors, governors, and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation incurred by the indemnitee.

3. Each Project Partner to this Agreement will pay for, and not seek reimbursement for, its own personnel and administrative costs associated with this Project including, but not limited to, the following unless specifically identified otherwise in this Agreement: design, rights-of-way acquisition, utility relocation, inspection, public involvement, permitting, management and administration, and operation and maintenance.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes Sections 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement and all Project Partners shall be afforded the rights, interests and privileges as provided therein, provided however, that should the Project Partners make a reasonable request to inspect the records of the State relating to this Project, such records will be produced at a time and location convenient to all Project Partners.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Project Partners to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the Project Partners under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Project Partner at the end of the period for which the funds are available. No liability shall accrue to the Project Partners in the event this provision is exercised, and the Project Partners shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the Project Partners hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 as applicable.

10. If legislation is enacted after the effective date of this Agreement, which changes the relationship, or structure of one or more parties to this Agreement, the Project Partners agree that this Agreement shall be renegotiated at the written request of any party.

11. All notices or demands upon any of the Project Partners to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007 FAX (602) 712-7424

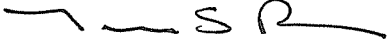
Flood Control District of Maricopa County
Attn: Chief Engineer and General Manager
2801 West Durango Street
Phoenix, Arizona 85009-6399

City of Phoenix
Street Transportation Department
200 W. Washington, 5th Floor
Phoenix, Arizona 85003-1611
Attn: Ray Dovalina

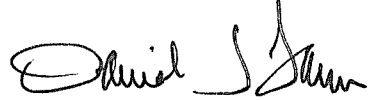
12. Pursuant to Arizona Revised Statutes, Section 11-952 (D) attached hereto and incorporated herein is the written determination of each Project Partners legal counsel that the Project Partners are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Project Partners have executed this Agreement the day and year first above written

**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**
A Municipal Corporation

By 
TIMOTHY S. PHILLIPS, P.E.
Acting Chief Engineer and General Manager

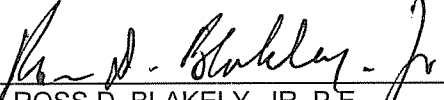
STATE OF ARIZONA
Department of Transportation

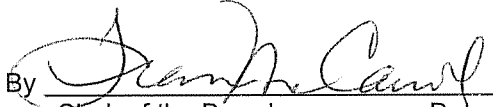
By 
DAN LANCE, P.E.
Deputy State Engineer, Valley Transportation

Approved and Accepted:

**CITY OF PHOENIX, an Arizona Municipal
Corporation**, Frank Fairbanks, City Manager

By  OCT 19 2005
Chairman, Board of Directors Date

By 
ROSS D. BLAKELY, JR. P.E.
Acting Street Transportation Director

By  OCT 19 2005
Clerk of the Board Date

By 
VICKY MIEL
City Clerk Date



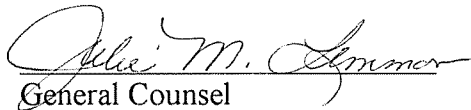
JPA 04-139

FCD 2004A016

GENERAL COUNSEL APPROVAL FORM

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

I have reviewed the above-referenced intergovernmental agreement between the Arizona Department of Transportation, the City of Phoenix, and the Flood Control District of Maricopa County, an agreement among public agencies which has been reviewed pursuant to A.R.S. sections 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.


General Counsel


Date

Return to Contracts Branch
Flood Control District of Maricopa County
2801 W. Durango Street, Phoenix, AZ 85009

INTERGOVERNMENTAL AGREEMENT

FCD 2004A016

among the

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY,
ARIZONA DEPARTMENT OF TRANSPORTATION, and the
CITY OF PHOENIX**

for the

ROLES AND RESPONSIBILITIES

for the

SCATTER WASH BASIN IMPROVEMENTS PROJECT

**Approved by the
BOARD OF DIRECTORS
of the
Flood Control District of Maricopa County**

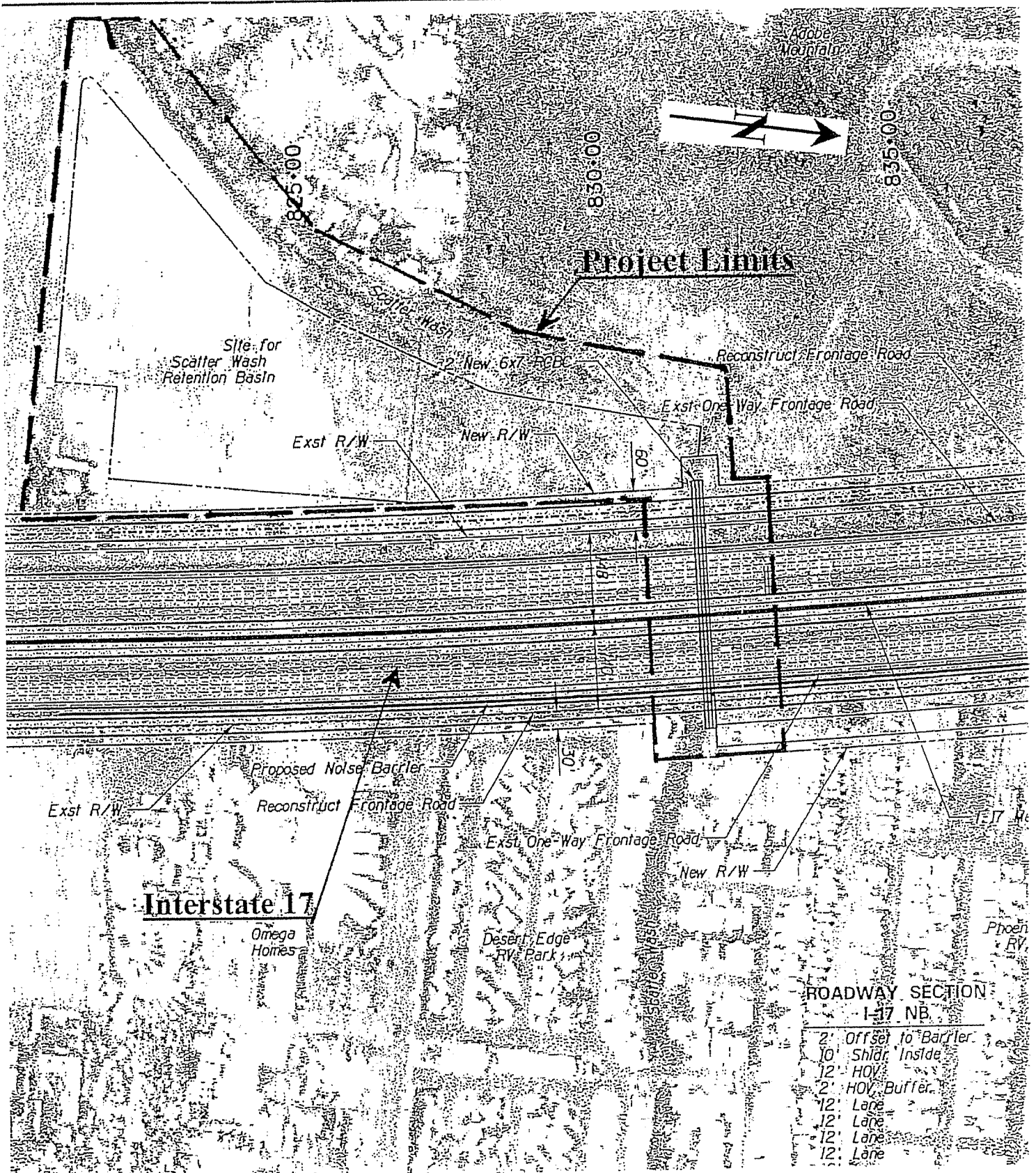
Agenda Item No. C-69-05-107-2-00

Date 10-19-05

**DO NOT REMOVE
THIS COVER IS PART OF THE OFFICIAL DOCUMENT**

JPA 04-139

Exhibit A



ATTORNEY APPROVAL FORM

FOR THE CITY OF PHOENIX

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 22 day of July, 2005.

Approved as to form

Jason W. Seay
ACTING City Attorney

MB

ORDINANCE NO. S-32110

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY TO DESIGN AND CONSTRUCT THE SCATTER WASH DETENTION BASIN AT INTERSTATE 17; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the State of Arizona through the Arizona Department of Transportation and the Flood Control District of Maricopa County to design and construct the Scatter Wash Detention Basin at Interstate 17.

SECTION 2. The City Controller is authorized to disburse funds in the amount of ONE MILLION EIGHT THOUSAND DOLLARS (\$1,008,000.00) for purposes of this Ordinance.

PASSED by the Council of the City of Phoenix this 15th day of June, 2005.



ATTEST:

Vicky Miel City Clerk

John
MAYOR

1000 0000 0000
CITY CLERK
15 JUN 13 AM 9:37

APPROVED AS TO FORM:

William Back Acting City Attorney
WB

REVIEWED BY:

Frank Paulsen City Manager

DLB:tml/CM 97/6-15-05/181319v1

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

Complete this form per O.P. 1.906 and A.R. 4.11.

Refer to the City Council Agenda Process Reference Guide for Assistance

| | | | |
|-------------------------|--|----|---|
| ACTION REQUESTED | Formal Action: | OR | Legal Document: |
| | Bid Award <input type="checkbox"/> | | Ordinance <input checked="" type="checkbox"/> |
| | License Application <input type="checkbox"/> | | Resolution <input type="checkbox"/> |
| | Public Hearing <input type="checkbox"/> | | Emergency Clause? <input type="checkbox"/> |
| | Other <input type="checkbox"/> | | (for use only w/ord. or res. requests) |

| | | | |
|-----------------------------|--|--|--------------------------|
| IMPACTED DISTRICT(S) | DISTRICT 2 | ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER? | <input type="checkbox"/> |
| SUBJECT | REQUEST TO ENTER INTO AN AGREEMENT WITH ADOT & COUNTY FLOOD CONTROL DIST. - SCATTER WASH DETENTION BASIN ON I-17 | | |

| | | | | |
|------------------------------|-----------|--------------------|------------|-----------------------|
| REQUESTED AGENDA DATE | 6/15/2005 | PREPARED BY | Name | Hasan Mushtaq |
| | | | Department | Street Transportation |
| | | | Phone | 262-4026 |

| | | | |
|------------------|------------------|----------------------------|---|
| APPROVALS | Division Head: | J. Donald Herp, P.E. | If prepared for another department: Department Name: |
| | Department Head: | Ross D. Blakley, Jr., P.E. | |
| | | | Approval: |

| | | |
|------------------------------|---|--|
| BID AWARD INFORMATION | Bid Surety Required? <input type="checkbox"/> | Performance Surety Required <input type="checkbox"/> |
| | Submitted by Low Bidder? <input type="checkbox"/> | Amount? _____ |
| | Contract Required? <input type="checkbox"/> | Requisition No. _____ |

| | |
|-----------------------------|---|
| CONTRACT INFORMATION | Contract Amendment? <input type="checkbox"/> |
| | If Yes, Current Contract No. _____ |
| | Approved by: Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/> on Date: _____ |
| | |

| | | |
|---------------------------|--------------------------------|---|
| BUDGET INFORMATION | \$ 1,008,000.00 | To Be Encumbered? <input checked="" type="checkbox"/> |
| | Source of Funds: | Fiscal Year? 2005/06 |
| | 2001 Storm Drain Bond Funds | |
| | Capital Construction Funds | |
| | Fund Center(s) (SAP-FM): | ST83130230-1 \$500,000; ST83130230-3 \$508,000 |
| | Commitment Item(s) (SAP-FM): | 510135 |
| | Availability of Funds Approval | Lauri L. Wingenroth |

| | | |
|------------------------------|-------------------------------|-------------------|
| CITY MANAGER'S OFFICE | Approved by | CM Control No. 97 |
| | Thomas E. Callow, P.E. 6/6/05 | |

| | | |
|------------------------------|-----------------------|-----------|
| CITY CLERK DEPARTMENT | Council Action Taken: | Adopted |
| | Ordinance Number: | S-32110 |
| | Resolution Number: | |
| | Comments: | |
| | | |
| | RCA No. | 48900 |
| | Contract No. | |
| | Meeting Date | 6/15/2005 |
| | Item No. | 58 |

ITEM**DISTRICT 2****REQUEST TO ENTER INTO AN
AGREEMENT WITH ADOT &
COUNTY FLOOD CONTROL
DIST. - SCATTER WASH
DETENTION BASIN ON I-17**

Request to authorize the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) and the Flood Control District of Maricopa County (FCDMC) for the Scatter Wash Basin, located on the west side of I-17 between Deer Valley and Pinnacle Peak Roads, and authorize the City Controller to disburse the funds.

The estimated cost of the basin is approximately \$3,600,000. The City share is 28 percent or \$1,008,000, for design, right-of-way, and construction. ADOT will pay 44 percent and FCDMC will pay 28 percent. The basin will provide improved flood protection to Phoenix residents living east of I-17 and will be maintained by the City of Phoenix.


Financial Impact

Funds are available in the Street Transportation Capital Improvement Program for FY 2005/06.

| | |
|------------------------------------|-----------|
| 2001 Storm Drain Bond Funds (3335) | \$500,000 |
| Capital Construction Funds (1021) | \$508,000 |

Citizen Notification

This basin is part of the overall project to widen I-17 between Loop 101 and Carefree Highway, and public meetings have been held to receive community input on that project. Additional public meetings will be held during the design phase of the overall project.

| | | |
|--|---|--|
| TERRY GODDARD Attorney General |  OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA | CIVIL DIVISION TRANSPORTATION SECTION Direct Line: 602.542.8837 Facsimile: 602.542.3646 |
|--|---|--|

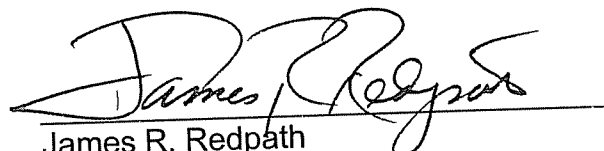
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0221-TRN (JPA 04-139), an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 23 November 2005

Terry Goddard
ATTORNEY GENERAL


James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:936111